

County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRAȚION LOS ANGELES, CALIFORNIA 90012 (213) 974-1101 http://ceo.lacounty.gov

February 12, 2008

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012

Dear Supervisors:

Board of Supervisors GLORIA MOLINA First District

YVONNE B. BURKE Second District

ZEV YAROSLAVSKY Third District

DON KNABE Fourth District

MICHAEL D. ANTONOVICH Fifth District

DEPARTMENT OF PUBLIC SOCIAL SERVICES: RECOMMENDATION TO APPROVE AMENDMENT NUMBER FIVE TO EXTEND THE TERM OF THE GAIN CASE MANAGEMENT SERVICES CONTRACT

(ALL SUPERVISORIAL DISTRICTS)

(3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chair to sign the attached Amendment Number Five to the GAIN Case Management (GCM) Services contract #75454, with MAXIMUS, Inc., (MAXIMUS) to extend for the final nine months of the three-year contract that began on December 1, 2005. This Amendment will be for the term beginning March 1, 2008, through November 30, 2008. The Contract amount for this nine month period will be \$8,079,960 with potential performance incentives of \$121,199. The maximum amount for the nine-month period will be \$8,201,159. The cost of this amendment is funded with the CalWORKs Single Allocation and a very small amount of net County cost (NCC) for the Volunteer Income Tax Assistance (VITA) eligible Food Stamp and Medi-Cal participants. Fiscal Year 2007-08 funding is included in the Department's FY 2007-08 budget. Funding for FY 2008-09 will be included in the department's budget request.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Currently, MAXIMUS provides professional staff who render culturally/linguistically sensitive, full-service GAIN Case Management operations for a population with economic, educational and social barriers for the Department's GAIN Welfare-to-Work (WtW) participants.

Amendment Number Five to the GAIN Case Management Services contract is necessary to extend the term of the existing contract for the remaining and final nine months because the current contract period terminates on February 29, 2008 and additional time is needed to procure proposals for a future contract.

The Amendment includes changes to the scope of work related to Performance Outcomes and Key Measures and allows the County to levy a fiscal penalty against MAXIMUS in the event that the County fails to meet the mandated Federal Work Participation Rate and is required to pay a portion of the Federal penalty imposed on the state. The Amendment also adds 12 staff positions and increases the Living Wage Rate. It includes salary adjustments for the Human Resource Manager and ten current MAXIMUS and Jewish Vocational Services (JVS) GAIN Services Supervisors positions. Increased fringe benefits for existing positions; and increases in the Overhead, and General & Administration (G&A) rates for the original 132.5 positions in the contract during year one and the 12 positions added in year three. Finally, the Amendment includes changes to the Liquidated Damages language and adds a cure period to the Enforcement and Remedies provisions for MAXIMUS to correct any identified deficiencies.

Changes to the scope of work are required due to new TANF Reauthorization requirements and for consistency with Departmental goals for the overall GAIN Program. The existing contract's performance requirements were revised for MAXIMUS to achieve a work participation rate for TANF work-eligible individuals that is within two percentage points of County-operated regions; reduce the number of CalWORKs participants who are sanctioned by 100 every three months beginning March 1, 2008; and to increase the employment rate by 2.5 percent every three months beginning March 1, 2008. These changes require MAXIMUS to increase its services in providing GAIN case management. The performance incentives and deductions have been modified to reflect changes in the Performance Outcome Measures. If eligible, the maximum incentive for the nine month extension period will be \$121,199.

The Living Wage language was revised to reflect current rates and the Liquidated Damages language was revised to include changes to the amount of time the County has to notify MAXIMUS if there is a failure to correct deficiencies.

Fiscal Sanction language was added to allow the County to levy a fiscal penalty against MAXIMUS in the event that the County fails to meet the mandated Federal Work Participation Rate and is subsequently required to pay a portion of a Federal penalty imposed on the State for failure to meet the required rate. The fiscal penalty will not exceed four percent of the total payment to MAXIMUS for the federal fiscal year for which the penalty is imposed.

Salary adjustments were made to equalize the pay rate of existing MAXIMUS and JVS GAIN Services Supervisor positions and to reflect a broader scope of responsibility for the Human Resource Manager. In addition to the salary adjustments, 12 new positions have been added to provide MAXIMUS with adequate resources to meet the new Performance Outcome Measures and to be consistent with the non-contracted Regions. The cost for the salary adjustments and staff added in this amendment is \$376,447.

The fringe benefits have been increased to reflect current MAXIMUS fringe benefit rate of 29.5 percent of salary for all positions and the current MAXIMUS Overhead and General & Administration (G&A) rates for the original 132.5 positions in year one of the contract and the 12 positions added in year three, for a total additional cost of \$743,964. Since no Overhead or G&A costs were included in Amendment Number Three for the 56 positions added in year two of the contract, no funding for Overhead and G&A is included in this amendment for those positions.

Payment for the 12 new positions is subject to satisfaction of the following conditions: 1) the new positions are filled; 2) 97 percent of all GAIN Services Worker and GAIN Services Supervisor positions funded under the contract are filled, and; 3) satisfaction of the first two conditions is verified prior to payment for these positions.

The Department projects no caseload increase for the final nine months of the contract.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goal #5: Children and Families' Well-Being, to improve the well-being of children and families in Los Angeles County as measured by the achievements in the five outcome areas adopted by the Board: good health; economic well-being; safety and survival; social and emotional well-being; and educational/workforce readiness.

FISCAL IMPACT/FINANCING

Funding for this Amendment is included in the Department FY 2007-08 Adopted Budget. There is no NCC associated with the increase in Single Allocation Cost after the County Maintenance of Effort (MOE) has been met.

For the 9 month extension period, March 2008 through November 2008, the contract's basic compensation is increased by \$8,079,960. \$8,048,323 will be funded with CalWORKs Single Allocation. There is no NCC associated with this increase after the MOE has been met. \$31,637 will be funded with NCC for the VITA eligible Food Stamp and Medi-Cal participants. If MAXIMUS is eligible, the maximum amount for performance incentives is \$121,199 and the total maximum 9 month extension period amount is \$8,201,159. Funding for this amendment is included in the Departmental FY 2007-08 Adopted Budget, funding for the contract cost for FY 2008-09 will be included in the Department's budget request.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The GAIN Case Management Services contract was awarded to MAXIMUS on November 29, 2005. There are seven GAIN regions. MAXIMUS provides WtW program services in two regions in the Third and Fifth Supervisorial Districts at less cost than if the services would be brought in-house and performed by county employees. This is a Prop A contract, effective December 1, 2005, for a one-year term, with Board-delegated authority for the Department of Public Social Services (DPSS) Director to renew for two additional one-year terms.

Amendment Number One was signed by the DPSS Director on December 27, 2005. It included the continued funding for one dedicated GAIN Services Worker (GSW) to provide GAIN Case Management Services to eligible homeless participants in GAIN Region VII through June 2006. The amendment also included funding for the implementation of the VITA program as well as funding of 12 staff to implement the Countywide GAIN Sanction Home Visit Project. This Amendment increased the cost of the original contract by \$560,485.

Amendment Number Two was signed by the DPSS Director on March 30, 2006. It included continued funding for the dedicated GSW for homeless services in GAIN Region VII through November 2006. It also included funding for two GSW positions to serve as a Child Care Coordinator and a Specialized Supportive Services Worker. These two items were erroneously omitted from the current contract; therefore, were included in Amendment Number Two to provide the contractor with the same staff resources as the non-contracted GAIN regions. This Amendment increased the cost of the contract by \$44,842.

Amendment Number Three was signed by the Board on November 8, 2006. It included funding for an additional 56 positions for the first one-year renewal period from December 1, 2006 through November 30, 2007 to ensure that Contractor met the caseload increase, complied with program initiatives to meet State work participation rates, as well as expanding the GAIN Sanction Home Visit Project. The positions included 44 GAIN Services Workers, 6 GAIN Services Supervisors, and 6 Unit Assistants. This Amendment increased the cost of the contract by \$9,703,200 (including performance incentives of \$549,238).

Amendment Number Four was signed by the Board on November 20, 2007. It extended the term of the contract for three months for the period December 1, 2007 through February 28, 2008 to allow DPSS to continue to negotiate contract provisions with MAXIMUS, including performance measures and costs involved with the added measures. The Amendment increased the cost of the contract by \$2,431,254 (including performance incentives of \$137,618).

The recommended Amendment Number Five is necessary to continue services for a final nine months to include new Performance Measures and Standards. To ensure efforts are made to meet the new requirements, the Contractor's performance must be at the established acceptable quality levels at or above those identified by DPSS.

On November 29, 2005, your Board delegated authority to the Director of DPSS to exercise the County's option to extend the contract for two additional one-year periods. The delegated authority stipulated that the basic compensation and incentives amounts for the extended periods may increase or decrease subject to caseload projections.

This is a Prop A contract. The Auditor-Controller's office verified that the original contract was cost effective and the Department has determined that the contract remains cost effective at the increased costs under Amendment Number Five based on the negotiated contract amount for the final nine months of the contract.

The Amendment is in compliance with all Board, Chief Executive Office, and County requirements, including State contracting regulations. The Amendment also adds new and revised Board-required provisions.

CONTRACTOR PERFORMANCE

Under the current contract, MAXIMUS is required to achieve specified case management objectives with performance measured against County operated Regions. Based on audit results from all four quarters of 2006, MAXIMUS met or exceeded performance requirements in four of the eight areas. However MAXIMUS failed to meet the Acceptable Quality Level (AQL) in the areas of 1) ensuring participants are assigned to work activities within 30 days, and 2) ensuring customer satisfaction standards are met. MAXIMUS also failed to meet the AQL for ensuring participants had an approved Welfare-to-Work Plan within 90 days of CalWORKs approval. Although MAXIMUS has submitted corrective action plans for the first, second and third quarters of 2006, they continue to have deficiencies for all four quarters in 2006. To date, only one penalty has been levied against MAXIMUS for poor performance in 2006.

For the final nine months of the contract, staffing allocations have been increased to assist MAXIMUS in improving service delivery.

IMPACT ON CURRENT SERVICES

The amendment will not infringe on the role of the County in relationship to its residents, and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County. Alternate resources are available so that services can be obtained from another source in the event of default by contractor.

CONCLUSION

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board letter and four original signed copies of the Amendment to the Director of DPSS.

Respectfully submitted,

WILLIAM T FÜJIOKA Chief Executive Officer

WTF:SRH:MS GP:JB:ap

Attachment (1)

c: County Counsel
Department of Public Social Services

AMENDMENT NUMBER FIVE TO THE GAIN CASE MANAGEMENT SERVICES CONTRACT # 75454 WITH MAXIMUS, INC.

Reference is made to the document entitled "GAIN Case Management Services Contract By and Between the County of Los Angeles and MAXIMUS, Inc." dated November 29, 2005, Amendment Number One, dated December 29, 2005, Amendment Number Two, dated March 30, 2006, Amendment Number Three, dated November 8, 2006, and Amendment Number Four, dated November 20, 2007 (collectively hereinafter referred to as "Contract").

WHEREAS, this Amendment does not impact Contractor's cost effectiveness; and

WHEREAS, County and Contractor intend to amend this Contract as set forth below;

THEREFORE, effective the day after approval by the Los Angeles County Board of Supervisors or March 1, 2008, whichever is later, the Contract is revised as follows:

1. CONTRACT, PART 4.0, TERM OF CONTRACT, is amended to add a paragraph to be inserted between paragraphs three and four, to read as follows:

Effective March 1, 2008, this Contract is extended for nine months through November 30, 2008.

2. CONTRACT, PART 5.0, CONTRACT PAYMENT, new Subsections 5.1.4, Revised Basic Compensation, 5.1.5, Revised Maximum Contract Amount are added as follows, and new Attachments B-14 (Contractor's Revised Monthly Budget effective March 1, 2008 through March 31, 2008), B-15 (Contractor's Revised Monthly Budget effective April 1, 2008 through April 30, 2008), and B-16 (Contractor's Revised Monthly Budget effective May 1, 2008 through November 30, 2008) reflect revised costs associated with the nine-month extension period, to include 12 new positions; B-17 (Contractor's Revised Monthly Budget effective March 1, 2008 through March 31, 2008), B-18 (Contractor's Revised Monthly Budget effective April 1, 2008 through April 30, 2008), and B-19 (Contractor's Revised Monthly Budget effective May 1, 2008 through November 30, 2008) reflect revised costs associated with the nine-month extension period, but do not include the cost of the 12 new positions.

5.1.4 Revised Basic Compensation:

Payment will be made as follows:

• Effective March 1, 2008 through March 31, 2008, payment including the cost of the twelve (12) new positions to the Contractor will be made in arrears at the rate of \$923,925.

- Effective April 1, 2008 through April 30, 2008, payment including the cost of the twelve (12) new positions to the Contractor will be made in arrears at the rate of \$908,234.
- Effective May 1, 2008 through November 30, 2008, payment including the cost of the twelve (12) new positions to the Contractor will be made in arrears on a monthly basis, at the rate of \$892,543 per month.

The flat monthly fee will be subject to performance incentives and penalty deductions as specified hereunder. The flat monthly fees for the 12 new positions will only be paid to Contractor to the extent both of the following conditions are met:

- The 12 new positions are filled; and
- 97% of all other GAIN Services Worker (GSW) and GAIN Services Supervisor (GSS) positions are filled.

A position is filled if an employee is occupying the position on the last business day of the month or if the position was occupied for a simple majority of the business days of the month, provided that Contractor may not move staff among GAIN Services Worker (GSW) or GAIN Services Supervisor (GSS) positions during the month to satisfy this requirement.

5.2.4 Revised Maximum Contract Amount:

Effective December 1, 2005, the revised Maximum Basic Compensation amount of this Contract is \$26,287,972 for the three year term of the contract at the flat monthly fee of:

Flat Monthly Fee	Contract Period	Contract Period Total
\$507,094	December 1, 2005 through	\$507,094
	December 31, 2005	
\$558,652	January 1, 2006 through	\$558,652
	January 31, 2006	
\$560,614	February 1, 2006 through	\$1,121,228
	March 31, 2006	
\$564,883 (1)	April 1, 2006 through	\$1,694,649
	June 30, 2006	
\$561,767 (2)	July 1, 2006 through	\$2,247,068
	October 30, 2006	
\$153,272 (3)	November 1, 2006 through	\$153,272
	November 8, 2006	, ,
\$478,454 (3)	November 9, 2006 through	\$478,454
	November 30, 2006	, ,

Flat Monthly Fee	Contract Period	Contract Period Total
\$761,115 (4)	December 1, 2006 through January 30, 2007	\$1,522,230
\$771,406 (5)	February 1, 2007 through March 31, 2007	\$1,542,812
\$761,115 (6)	April 1, 2007 through November 30, 2007	\$6,088,920
\$761,115 (7)	December 1, 2007 through January 31, 2008	\$1,522,230
\$771,406(8)	February 1, 2008 through February 29, 2008	\$771,406
\$923,925 (9)	March 1, 2008 through March 31, 2008	\$923,925
\$908,234 (10)	April 1, 2008 through April 30, 2008	\$908,234
\$892,543 (11)	May 1, 2008 through November 30, 2008	\$6,247,801
\$863,554 (12)	March 1, 2008 through March 31, 2008	\$863,554
\$847,863 (13)	April 1, 2008 through April 30, 2008	\$847,863
\$832,172 (14)	May 1, 2008 through November 30, 2008	\$5,825,204
	Maximum Basic pensation	\$26,287,972*

- (1) Compared to Amendment #1, the increase of \$6,231.00 effective April 2006 reflects the funding for one Specialized Supportive Services (SSS) worker and one Child Care Coordinator worker.
- (2) Compared to Amendment #1, the increase of \$5,230.00 effective July 2006 reflects the funding for one Child Care Coordinator worker and the continued funding for one Homeless Pilot GAIN worker.
- (3) Compared to Footnote #2, the increase of \$69,960.00 effective November 2006 reflects the funding for 22 GSWs, 3 GSSs, and 3 unit assistants.
- (4) Compared to Footnote #3, the increase of \$129,389.00 effective December 1, 2006 reflects the funding for additional 28 staff due to the projected caseload increase in the second year.
- (5) Compared to Footnote #4, the increase of \$10,291.00 effective February 1, 2007 reflects funding for the VITA project.
- (6) Compared to Footnote #5, the decrease of \$10,291.00 effective April 1, 2007 reflects the completion of the VITA project.
- (7) Compared to Footnote #6, there is no increase effective December 1, 2007.
- (8) Compared to Footnote #7, the increase of \$10,291 effective February 1, 2008 reflects the funding for the VITA project.
- (9) Compared to Footnote #8, the increase of \$152,519.00 effective March 1, 2008 reflects the funding for additional 12 staff, salary adjustments for HR manager, and 11 current GSS positions, increased fringe benefits and G&A, and increased funding to expand VITA services to F/S and Medi-Cal beneficiaries.
- (10) Compared to Footnote #9, the decrease of \$15,691.00 effective April 1, 2008 reflects the funding for the VITA project from April 1, 2008 through April 15, 2008.
- (11) Compared to Footnote #10, the decrease of \$15,691 effective May 1, 2008 reflects the completion of the VITA project.
- (12) Compared to Footnote #9, the decrease of \$60,371.00 effective March 1, 2008 reflects no compensation for additional 12 new positions in the nine-month period but includes funding for the expanded VITA project.

- (13) Compared to Footnote #10, the decrease of \$60,371.00 effective April 1, 2008 reflects no compensation for additional 12 new positions in the nine-month period but includes funding for the expanded VITA project.
- (14) Compared to Footnote #11, the decrease of \$60,371 effective May 1, 2008 reflects no compensation for additional 12 new positions in the nine-month period.

If eligible, the maximum amount for performance incentives will be \$1,191,011 for the three years of direct case management services. The total maximum of this Contract will be \$27,478,984.

3. **CONTRACT, PART 5.0, CONTRACT PAYMENT**, Section 5.4 (PERFORMANCE INCENTIVES and DEDUCTIONS), is deleted in its entirety and replaced as follows:

5.4 Performance Incentives and Deductions

The County's goal is to assist WtW participants in overcoming barriers to employment and achieving self-sufficiency. The Contractor is encouraged to strive and maintain this goal through fiscal incentive payments. Additionally, Contractor performance below County standards will result in an assessment of fiscal deductions. The fiscal incentives and deductions are as follows:

On a monthly basis, the Contractor's performance will be monitored in the following three Performance Outcomes:

- Increased Participation Every three months (e.g., first period = March 2008 – May 2008), achieve a work participation rate for TANF work-eligible individuals that is within two percentage points of County-operated regions.
- Reduced Sanctions Every three months (e.g., first period = March 2008 – May 2008), reduce the number of CalWORKs participants who are sanctioned by 100 (February 2008 is baseline month).
- Increased Employments Every three months (e.g., first period = March 2008 May 2008), increase employment rate by 2.5% (February 2008 is baseline month).

These Performance Outcomes are to be consistent with Program, County and/or State/federal priorities. Should there be a change in federal, State and/or County policies/regulations, the County may amend these Performance Outcomes via a contract amendment, as detailed in Contract, Section 8.5. Attachment A, Statement of Work, Section 4.4 provides additional information regarding these Performance Outcomes. These Performance Outcomes are subject to change based on the GAIN Program and the County goals. When such changes occur, the County will meet with the Contractor to discuss the changes and determine how such changes impact the Contractor's ability to meet the performance

^{*} This total maximum basic compensation reflects the funding of the three year term of contract with the compensation of additional 12 new positions in the third year.

standards. Such discussions will be considered in assessing whether deductions may be waived, as specified hereunder in Section 5.4.2.

5.4.1 Incentive Payments

The Contractor shall be eligible to receive a performance incentive payment under the following provisions:

- 1. The Contractor performs satisfactorily in the Performance Outcomes included in Attachment A, Statement of Work, Technical Exhibit 7.1, PRS.
- 2. The incentives are allowable per State and federal regulations.
 - For Performance Outcome 1, or Performance Outcome 2, or Performance Outcome 3, pursuant to Attachment A, Statement of Work, Technical Exhibit 7.1, PRS, if the Contractor's performance exceeds the required standards in the three-month evaluation period, the Contractor shall be eligible to receive a performance incentive payment equal to one quarter (0.25) percent of one month of the Flat Monthly Fee amount. If the Contractor's performance far exceeds the required standard in the three-month evaluation period, the Contractor shall be eligible to receive a performance incentive payment equal to one-half (0.5) percent of one month of the Flat Monthly Fee amount. A determination of "exceeds" is if the Contractor's performance rate is five (5) percent higher than the required standard. A determination of "far exceeds" is if the Contractor's performance rate is ten (10) percent higher than the required standard.
- 3. If the Contractor's performance in <u>one of the three</u> Performance Outcomes far exceeds the required standards in the three-month evaluation period, the Contractor shall be eligible to receive a performance incentive payment equal to one-half (0.5) percent of the Flat Monthly Fee amount for each month in the three-month evaluation period.
- 4. If the Contractor's performance in two of the three Performance Outcomes far exceeds the required standards in the three-month evaluation period, the Contractor shall be eligible to receive a performance incentive payment equal to one (1) percent of the Flat Monthly Fee amount for each month in the three-month evaluation period.
- 5. If the Contractor's performance in three-of-three-performance Outcomes far exceeds the required standards in the three-month evaluation period, the Contractor shall be eligible to receive a performance incentive payment equal to one and one-half (1.5) percent of the Flat Monthly Fee amount for each month in the three-month evaluation period.

6. The Contractor's performance is subject to County verification. Any incentive payments paid to the Contractor that are subsequently found to be unwarranted shall be adjusted from a subsequent invoice.

5.4.2 Performance Deductions

The Contractor shall be assessed financial deductions and the flat monthly fee amount reduced under the following provisions:

- 1. If the Contractor does not achieve <u>one of the three</u> performance outcomes in the three-month evaluation period, Contractor shall receive a performance deduction equal to one-half (0.5) percent of one month's Flat Monthly Fee amount for each month in the three-month evaluation period.
- 2. If the Contractor does not achieve two of the three performance outcomes in the three-month evaluation period, Contractor shall receive a performance deduction equal to one (1.0) percent of one month's Flat Monthly Fee for each month in the three-month evaluation period.
- 3. If the Contractor does not achieve three of the three performance outcomes in the three-month evaluation period, Contractor shall receive a performance deduction equal to one and one-half (1.5) percent of one month's Flat Monthly Fee amount for each month in the three-month evaluation period.
- 4. The County shall waive the deduction on Performance Outcomes if the Contractor meets the AQL in all of the Key Measures. See Attachment A, Statement of Work, Technical Exhibit 7.1, PRS on Key Measures.
- 5. The County, at its sole discretion, reserves the right to waive these deductions.

5.4.3 Fiscal Sanctions:

If the County does not achieve the federal work participation requirements in any federal fiscal year covered by the period of this Contract as required by federal law and, as a result, is subject to a fiscal penalty, and Contractor's work participation rate is more than two (2) percentage points below the work participation rate obtained by County operated regions as specified in Attachment A, Statement of Work, Technical Exhibit 7.1, PRS, the Contractor will be required to pay a proportionate amount of the penalty.

Contractor's penalty shall be prorated based on the total number of Amendment V calendar months in the Federal Fiscal Year (FFY) sanction period and be the lesser of: the amount equal to the total fiscal penalty levied on County, multiplied by Contractor's proportionate percentage of County's total caseload, or 2) a maximum of four (4) percent of the total payment to Contractor for the FFY for which the penalty is imposed.

County shall be entitled to indemnification for such penalty pursuant to Section 8.29 "Indemnification". The Contractor's obligation to indemnify the County hereunder shall survive the termination or expiration of this Contract for any federal or State claim that arises.

In the event a fiscal sanction is imposed upon County, Contractor shall cooperate and actively participate with County in validating efforts or circumstances beyond the control of either party and validating the degree of success or progress in meeting the overall participation requirement for all Assistance Units.

4. **CONTRACT, PART 8.0, TERMS AND CONDITIONS**, Section 8.11 (COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM), Subsections 8.11.2, 8.11.3, 8.11.5, 8.11.7 (first paragraph), Paragraph 8.11.7.3, are deleted in their entireties and replaced as follows:

8.11.2 Payment of Living Wage Rates

- 1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below at subsection 5 of this Subsection 8.15.2 under the Contract:
 - a. Not less than \$11.84 per hour if, in addition to the per-hour wage, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
 - b. Not less than \$9.64 per hour if, in addition to the per-hour wage, the Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.

2. For purposes of this Sub-paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this Sub-paragraph.

The provisions of this Sub-paragraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual, who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

- 3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.
- 4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.
- 5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period

during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

8.11.3 Contractor's Submittal of Certified Monitoring Reports

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County (Attachment U) Model Contractor Staffing Plan, or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

8.11.5 County Auditing of Contractor Records

Upon a minimum of twenty-four (24) hours written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

8.11.7 Enforcement and Remedies

If the Contractor fails to comply with the requirements of this Subparagraph and does not implement corrective action within ten business days, the County shall, have the rights and remedies described in this Sub-paragraph in addition to any rights and remedies provided by law or equity.

- 3. <u>Debarment</u> In the event the Contractor breaches a requirement of this Sub-paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach in accordance with Los Angeles County code, Chapter 2.202, "Determination of Contractor Non-Responsibility and Contractor Debarment".
- 5. CONTRACT, PART 8.0, TERMS AND CONDITIONS, Section 8.32 (LIQUIDATED DAMAGES), Subsection 8.32.2 is deleted in its entirety and replaced as follows:
- 8.32.2 If the Contractor fails to achieve one or more of the performance measures defined in Exhibit 7.1, ("Deficiency"), the DPSS Director will provide a written notice to the Contractor to correct the Deficiency within specified time frames which shall not be less than thirty (30) days or such greater period of time as may be appropriate under the circumstances as determined in the reasonable discretion of the Director. Should the Contractor fail to correct Deficiencies within said time frame, the DPSS Director may:
 - a. Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
 - Deduct liquidated damages. The parties agree that it will b. be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in Attachment A, Statement of Work, Technical Exhibit 7.1, PRS and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor, and/or deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in Section 5.4.2 Performance Deductions and Section 5.4.3 Fiscal

Sanctions and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

- c. Upon giving ten (10) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.
- 6. CONTRACT, ATTACHMENT A, STATEMENT OF WORK, Section 2.0 (WELFARE-TO-WORK FLOW), is revised to add the third paragraph as follows:

Sections and Subsections 2.1.1, 2.2, 2.4.1, 2.5.1, 2.10, 2.11, 3.2, 3.5, 3.6, 3.8, 3.9, 4.1, and 4.2.1 immediately below, are subject to Performance Outcomes and Key Measures. These measures are included in Attachment A, Technical Exhibit 7.1, Performance Requirement Summary. The County, at its sole discretion, may change the means of measuring this standard via a Change Notice, as noted in this contract, Section 8.5.1

- 7. **CONTRACT, ATTACHMENT A, STATEMENT OF WORK,** Section 2.1 (CASE ASSIGNMENT), Subsection 2.1.1 is added as follows:
 - **2.1.1** Contractor shall reduce the percent of participants in the unassigned pool for more than 30 days to three (3) percent.
- 8. CONTRACT, ATTACHMENT A, STATEMENT OF WORK, Section 2.2 (CASE MANAGEMENT OPERATIONS AND TASKS), is deleted in its entirety and replaced as follows:
 - 2.2 Contractor shall ensure that participants are scheduled for their first and subsequent work activities with lapses of no more than thirty (30) days between activities. The Contractor shall be responsible for tracking and reporting Welfare-to-Work services through effective case management.

Contractor shall be monitored in this task. The County will review GEARS reports to determine the number of cases that have had no activities within thirty (30) days. Contractor shall reduce the percentage of registrants between activities more than 30 days to five (5) percent.

- 9. CONTRACT, ATTACHMENT A, STATEMENT OF WORK, Section 2.4 (CONDUCT WELFARE-TO-WORK INTAKE), a new Subsection 2.4.1 is added as follows:
 - **2.4.1** Contractor shall increase the Orientation/Appraisal show rate to fifty (50) percent.

10. CONTRACT, ATTACHMENT A, STATEMENT OF WORK, Section 2.5 (APPROVE AND MONITOR PARTICIPANTS IN SELF-INITIATED PROGRAMS (SIP)), a new Subsection 2.5.1 is added as follows:

2.5.1 Contractor shall:

- Update required changes (referral assignments, component start dates and end dates) to GEARS within one (1) workday. This measure is included in Attachment A, Statement of Work, Technical Exhibit 7.1, PRS.
- Ensure transportation and ancillary services are authorized within four (4) workdays. Contractor has two (2) workdays and County has two (2) workdays to process the request.
- Ensure WtW plans are signed and updated to GEARS timely as required by GAIN policy.
- Reduce the percentage of participants without a WtW plan more than 90 days to no more than five percent (5%).
- 11. CONTRACT, ATTACHMENT A, STATEMENT OF WORK, Section 2.10 (DEVELOP THE WELFARE-TO-WORK PLAN), last Paragraph is deleted in its entirety and replaced as follows:

Contractor shall be monitored in this task. County shall determine the number of cases that did not have the initial WtW Plan more than 90 days from CalWORKs case approval or from becoming a mandatory WtW participant and the number shall be no more than five (5) percent.

12. CONTRACT, ATTACHMENT A, STATEMENT OF WORK, Section 2.11 (NON-COMPLIANCE REQUIREMENTS), last Paragraph is deleted in its entirety and replaced as follows:

Contractor shall be monitored in this task. Every three months, Contractor shall reduce the number of CalWORKs participants who are sanctioned by 100 (February 2008 is baseline month).

13. CONTRACT, ATTACHMENT A, STATEMENT OF WORK, Section 3.2 (SUPPORTIVE SERVICE PAYMENTS FOR TRANSPORTATION AND ANCILLARIES), last Paragraph is deleted in its entirety and replaced as follows:

Contractor shall be monitored in its ability to offer and make timely referral of participant's requests for transportation and ancillary benefits. Contractor is required to accurately update required changes (referral assignments, component start dates and end dates) to GEARS within one (1) workday.

14. CONTRACT, ATTACHMENT A, STATEMENT OF WORK, Section 3.3 (COORDINATE CHILDCARE), Second Paragraph is deleted in its entirety.

15. CONTRACT, ATTACHMENT A, STATEMENT OF WORK, Section 3.5 (VOCATIONAL/EDUCATIONAL TRAINING), Second Paragraph is deleted in its entirety and replaced as follows:

Contractor shall be monitored in its ability to accurately update required changes/assignments; including referral assignments, component start and end dates to GEARS within one (1) workday; reduce percentage of registrants between activities more than thirty (30) days to five (5) percent.

16. CONTRACT, ATTACHMENT A, STATEMENT OF WORK, Section 3.6 (CLINICAL ASSESSMENT, MENTAL HEALTH, DOMESTIC VIOLENCE, AND SUBSTANCE ABUSE), Second Paragraph is deleted in its entirety and replaced as follows:

Contractor shall be monitored in its ability to accurately update required changes/assignments; including referral assignments, component start and end dates to GEARS within one (1) workday. Every three months, using February 2008 as a baseline month, Contractor shall be measured in its ability to increase the percentage of Specialized Supportive Services (SSS) participants in concurrent WtW activities by 12.5%.

17. CONTRACT, ATTACHMENT A, STATEMENT OF WORK, Section 3.8 (POST EMPLOYMENT SERVICES), Second Paragraph is deleted in its entirety and replaced as follows:

Contractor shall be monitored in its ability to accurately update required changes/assignments; including an assignment to Post Employment Services once an offer to participate is accepted, component start and end dates to GEARS within one (1) workday.

18. CONTRACT, ATTACHMENT A, STATEMENT OF WORK, Section 3.9 (POST TIME LIMIT SERVICES), Second Paragraph is deleted in its entirety and replaced as follows:

Contractor shall be monitored in its ability to accurately update required changes/assignments; including an assignment to Post Time Limit Services to GEARS within applicable timeframes consistent with GAIN policies and Procedures; reducing the percent of registrants between activities more than thirty (30) days to the required standard of five (5) percent.

19. CONTRACT, ATTACHMENT A, STATEMENT OF WORK, Section 3.11 (COUNTYWIDE VOLUNTEER INCOME TAX ASSISTANCE (VITA)) PROGRAM, Subsection 3.11.2 is deleted in its entirety and replaced as follows:

Provide income tax assistance to current recipients of CalWORKs, Food Stamp, or Medi-Cal, or former recipient of CalWORKs within the last 12 months at the GAIN Regional office as specified below, through the IRS VITA Program. The IRS will provide support, training, and tax preparation software through their website for the implementation of this program;

20. CONTRACT, ATTACHMENT A, STATEMENT OF WORK, Section 3.11 (COUNTYWIDE VOLUNTEER INCOME TAX ASSISTANCE (VITA)) PROGRAM, a new Subsection 3.11.7 is added as follows:

CONTRACTOR is required to submit a separate invoice each month for services rendered to non-CalWORKs (Food Stamp and Medi-Cal) participants through the enhanced VITA program due to differing funding sources.

21. CONTRACT, ATTACHMENT A, STATEMENT OF WORK, Section 4.1 (ENSURE PARTICIPATION RATES ARE MET), Second Paragraph is deleted in its entirety and replaced as follows:

Contractor shall be monitored in its ability to accurately verify and enter data both in the physical case record and in the GEARS system to increase Work Participation rates to the required levels. Every three months (e.g., first period = March 2008 – May 2008), achieve a work participation rate for TANF workeligible individuals that is within two percentage points of County-operated regions pursuant to Attachment A, Statement of Work, Technical Exhibit 7.1, PRS.

- 22. CONTRACT, ATTACHMENT A, STATEMENT OF WORK, Section 4.2 (HELP PARTICIPANTS BUILD EMPLOYABILITY), a new Subsection 4.2.1 is added as follows:
 - 4.2.1 Contractor shall reduce the percent of registrants between activities more than thirty (30) days to five (5) percent. Should there be a change in federal, State and/or County policies/regulations, the County may amend these Performance Outcomes via a contract amendment, as detailed in the Contract, Section 8.5. Contractor shall make efforts to ensure that participants continue to participate full-time in approved work activities.
- 23. CONTRACT, ATTACHMENT A, STATEMENT OF WORK, Section 4.4 (PERFORMANCE OUTCOME MEASURES), is deleted in its entirety and replaced as follows:
 - 4.4 The Contract includes three specific Performance Outcomes that are consistent with Department goals for the overall GAIN Program. Should there be a change in federal, State and/or County policies/regulations, the County may amend these Performance Outcomes via a contract amendment, as detailed in the Contract, Section 8.5.

These Outcomes, as applied to GAIN Services are as follows:

 Increased Participation – Every three months (e.g., first period = March 2008 – May 2008), achieve a work participation rate for TANF work-eligible individuals that is within two percentage points of County-operated regions

- Reduced Sanctions Every three months (e.g., first period = March 2008 – May 2008), reduce the number of CalWORKs participants who are sanctioned by 100 (February 2008 is baseline month).
- Increased Employments Every three months (e.g., first period = 3/08 5/08), increase employment rate by 2.5% (February 2008 is baseline month)

As noted in the Contract, Section 5.4, these three Performance Outcome Measures are subject to financial incentives and/or financial deductions based on Contractor performances which are consistent with Department goals.

- .1) "Increased Participation" shall be determined by Welfare-to-Work (WtW) QA Audit. Case sample is provided by Information Statistical Services (ISS) through randomly automated selection from GEARS/LEADER list of cases. The Contractor's performance rate will be subject to review and verification, as deemed necessary by the County.
- .2) "Reduced Sanctions" shall be determined by reviewing the number of Contractor's sanctioned cases every three months. Beginning March 2008, every three months, Contractor shall reduce the number of CalWORKs participants who are sanctioned by 100.
- .3) "Increased Employment" shall be determined by dividing the sum of line item 10, Unsubsidized Employment, item12, Subsidized Private Sector Employment, and item 13, Subsidized Public Sector Employment from WtW 25 report, by WtW Mandatory Population from Global report. The Contractor's performance rate will be subject to review and verification, as deemed necessary by the County.

Effective March 1, 2008, WtW QA audit results will be used for measuring Performance Outcomes.

- 24. CONTRACT, ATTACHMENT A, STATEMENT OF WORK, Section 4.5 (PERFORMANCE REQUIREMENT STANDARDS), is deleted in its entirety and replaced as follows:
 - 4.5 The Contract includes eight (8) Key Measures that are tools to gauge progress with achieving the three Performance Outcomes. Should there be a change in federal, State and/or County policies/regulations, the County may amend these Performance Outcomes via a contract amendment, as detailed in the Contract, Section 8.5.

These Measures, as applied to GAIN Services are as follows:

- "Increased Number of SSS Cases with Concurrent Activities" –
 Every three months, increase the percentage of SSS participants
 in concurrent WtW activities by 12.5% pursuant to Attachment A,
 Statement of Work, Technical Exhibit 7.1, Attachment I, PRS.
- "Increased Orientation/Appraisal Show Rate" Increase the

- Orientation/Appraisal Show rate to fifty (50) percent pursuant to Attachment A, Statement of Work, Technical Exhibit 7.1, Attachment I, PRS.
- "Reduced Percentage of Individuals Between Activities" Reduce the percentage of registrants between activities more than thirty (30) days to five (5) percent pursuant to Attachment A, Statement of Work, Technical Exhibit 7.1, Attachment I, PRS.
- "Reduced Percentage of Individuals without Welfare to Work Plan Signed More Than 90 Days from CalWORKs Approval" – Reduce the percentage of participants without a WtW plan more than ninety (90) days to no more than five (5) percent pursuant to Attachment A, Statement of Work, Technical Exhibit 7.1, Attachment I, PRS.
- "Reduced Unassigned Pool Rate" Reduce the percentage of participants in the unassigned pool more than thirty (30) days to three (3) percent pursuing to Attachment A, Statement of Work, Technical Exhibit 7.1, Attachment I, PRS.
- "Increased Timeliness of Supportive Services Authorization" –
 Ensure transportation and ancillary services are authorized within
 four workdays of request pursuant to Attachment A, Statement of
 Work, Technical Exhibit 7.1, Attachment I, PRS.
- "Increased Employments at Higher than Minimum Wage" Meet County's initial (entry level) wage rate pursuant to Attachment A, Statement of Work, Technical Exhibit 7.1, Attachment I, PRS.
- "Increased accurate and timely updates on GEARS" Accurately update all changes (referral assignments, component start and end dates to GEARS within applicable time frames consistent with policy) to GEARS within one workday.

As noted in the Contract, Section 5.4, there shall be no fiscal incentives and deductions applied to the eight Key Measures.

- .1) "Increased Number of SSS Cases With Concurrent Activities" shall be determined by Information Statistical Services (ISS) using components listed in the GEARS component table to compile the report.
- .2) "Increased Orientation/Appraisal Show Rate" shall be determined by using data from GAIN Activity Report.
- .3) "Reduced Percentage of Individuals between Activities" shall be determined by using data from GRRCM01B, Recap Report of 30-Day Delinquent Report and data from GRRCM15E, Summary of Recap of Report of Active Mandatory or Exempt Not 10/13 Participants.
- .4) "Reduced Percentage of Individuals without Welfare to Work Plan Signed More Than Ninety (90) Days from CalWORKs Approval" shall be determined by using Recap Report of Regular Aided Participants and Status of WtW Plan Signed Report (the numerator is the number of participants who have

- signed a WtW plan and the denominator is the number of participants who should have signed a WtW plan).
- .5) "Reduced Unassigned Pool Rate" shall be determined by using number of cases in unassigned pool more than thirty (30) days from Global Report divided by WtW Mandatory Population from Global Report.
- .6) "Increased Timeliness of Supportive Services Authorization" shall be determined by WtW QA Audit, case sample is provided by Information Statistical Services (ISS) through randomly automated selection from GEARS/LEADER list of cases.
- .7) "Increased Employments at Higher than Minimum wage" shall be determined by using data from GAIN Employment Placements, Placement Rates and Average Wage by Case Management Area Report.
- .8) "Increased accurate and timely updates on GEARS" shall be determined by WtW QA Audit, case sample is provided by Internal Statistical Services (ISS) through randomly automated selection from GEARS/LEADER list of cases.

Effective March 1, 2008, WtW QA audit results will be used for measuring Performance Key Measures.

25. CONTRACT, ATTACHMENT A, STATEMENT OF WORK, Section 5.8 (CUSTOMER SERVICE), second paragraph is deleted in its entirety and replaced as follows:

DPSS shall monitor the quality of the Contractor's Customer Service by randomly selecting participants for telephone and/or site surveys. A deviation of five (5) percent (i.e., no less than 88 percent satisfaction) shall serve as the AQL on this standard. This measure is included in Attachment A, Technical Exhibit 7.1, PRS. The County, at its sole discretion, may change the means of measuring this standard via a Change Notice, as noted in this Contract, Section 8.5.1.

Additionally, Contractor is expected to meet the following goals, consistent with DPSS goals:

- Ninety (90) percent of all participants should wait no more than twenty (20) minutes from their appointment time before being seen.
- Contractor is expected to respond to inquiries within 4 hours.
 Responses to community advocacy groups are required within two (2) hours.
- DPSS goal is to achieve a ninety-three (93) percent satisfaction rate with Contractor services of those surveyed.

26. CONTRACT, ATTACHMENT A, STATEMENT OF WORK, TECHNICAL EXHIBIT, 7-1, PERFORMANCE REQUIREMENTS SUMMARY Section 1.2, PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART, is deleted in its entirety and replaced as follows:

The Performance Requirements Summary Chart is at the end of this exhibit and lists:

- This Contract's requirements include three (3) Performance Outcomes and eight (8) Key Measures and their standards (Column 1 and 2 of PRS chart).
- The Acceptable Quality Level (AQL) (Column 3 of PRS chart).
- The data source used to calculate Performance Outcomes and Key Measures (Column 4 of PRS chart).
- 27. CONTRACT, ATTACHMENT A, STATEMENT OF WORK, TECHNICAL EXHIBIT, 7-1, PERFORMANCE REQUIREMENTS SUMMARY, Section 1.3, QUALITY ASSURANCE, first paragraph, is deleted in its entirety and replaced as follows:

On no less than a quarterly basis, the Contractor's performance will be measured to this Contract's Standards.

28. CONTRACT, ATTACHMENT A, STATEMENT OF WORK, TECHNICAL EXHIBIT, 7-1, PERFORMANCE REQUIREMENTS SUMMARY, Section 1.4, CONTRACT DISCREPANCY REPORT (CDR), is deleted in its entirety and replaced as follows:

Performance of a Required Service is considered acceptable when the Contractor achieves the Standards as stated in Column 2 of chart. When the performance is unacceptable, the Contractor shall be required to respond within ten (10) business days, to a Contract Discrepancy Report (CDR). The CDR will require the Contractor to explain in writing the reasons for such unacceptable performance, how performance will be returned to an acceptable level, and how recurrence of the problem will be prevented. The CCA will evaluate the Contractor's explanation and determine if the corrective action is appropriate. The CDR is in attachment A, Technical Exhibit 7.2.

29. CONTRACT, ATTACHMENT A, STATEMENT OF WORK, TECHNICAL EXHIBIT, 7-1, PERFORMANCE REQUIREMENTS SUMMARY, Section 1.5, CRITERIA FOR ACCEPTABLE OR UNACCEPTABLE PERFORMANCE, is deleted in its entirety and replaced as follows:

In monitoring the Contractor's performance in this area, samples are selected at random so that they will be representative of a population of interest. Selections used in sample are used to measure performance on the Standard, and conclusions are made about Contractor performance for the whole population.

The random sampling plan includes the following information:

AQL – The maximum percent of defects that can occur and still meet the Contract's Standard for satisfactory performance.

Lot Size (Population) – The total number of units or services provided. Sample Size – The number of units to be checked in a given time period.

The AQL for each sampling is taken from the Performance Requirements Summary.

The lot size is determined by selecting a population that the County determines appropriate for their review. To ensure each service has an equal chance of being selected, a random number table, or other automated sampling tool, is used to determine the sample from the appropriate lot size.

When sampling is used, Contractor performance is deemed unsatisfactory when the Contractor does not achieve the standards as stated in Column 3 of PRS chart.

30. CONTRACT, ATTACHMENT A, STATEMENT OF WORK, TECHNICAL EXHIBIT, Subsection 7.8 Definitions, new Definitions are added as follows:

Regional Human Resource (HR) Support

The HR Assistant will assist with the recruitment of staff, paperwork associate with new and current staff, gathering of information for County mandated reports, and any other HR associated issues.

Staff Developer/Trainer

The Staff Developer/Trainer will develop and provide staff training associated with Temporary Assistance for Needy Family (TANF) Reauthorization Performance goal, contract compliance requirements, and other related issues in compliance with law and regulations.

LOS ANGELES COUNTY OFFICE OF EDUCATION (LACOE) Liaison/Job Club

The LACOE Liaison/Job Club will provide enhanced Job Club, Vocational Assessment to assist with the GAIN Assessment process. During the assessment process, the LACOE/Job Club liaison will meet with participants prior to the assessment, participates during the actual assessment and develop the participant's employment plan.

Audit/Exemption Liaison

The Audit/Exemption Liaison/Job Club GSW will be responsible for outreach to participants whose exemption was about to expire within 30 days and to complete the GEARS monthly report on participants' exempt status.

Information Technology (IT) Support

The IT Support Specialist will be the liaison between MAXIMUS and ITD, EDS, GEARS Security, LEADER Help Desk and Data Base correction staff. The IT Support Specialist will troubleshoot computer hardware and software related problems, and manage all computer related equipment.

All other terms and conditions remain in full force and effect.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by the Chair, and the seal of said Board hereto affixed and attested by the Chair and Clerk thereof, and Contractor has caused this Contract to be signed by its dully authorized Officer(s), on this ___ day of February 2008. The person signing on behalf of the Contractor warrants under penalty of perjury that he or she is authorized to bind the Contractor.

MAXIMUS, INC.	COUNTY OF LOS ANGELES
ByBy	ByChair, Board of Supervisors
54-100058 Tax Identification Number	
APPROVED AS TO FORM:	ATTEST:
BY THE OFFICE OF COUNTY COUNSEL RAYMOND G. FORTNER, JR., County Counsel	Sachi A. Hamai, Executive Officer – Clerk Of the Board of Supervisors
By June 13 David Beaudet David Beaudet, Deputy County Counsel	Ву

ATTACHMENT A

TECHNICAL EXHIBIT 7.1 PERFORMANCE REQUIREMENT SUMMARY (PRS)

Technical Exhibit 7.1

PERFORMANCE REQUIREMENT SUMMARY (PRS)

	EN ONMANOE REGOINEM		
PERFORMANCE OUTCOMES (PO)	STANDARDS	AQL (%)	DATA SOURCE
1) Increased Participation *	Increased Participation — Every three months (e.g., first period = March 2008 — May 2008), achieve a work participation rate for TANF work-eligible individuals that is within two (2) percentage point of County-operated regions	No Deviation	WtW QA Audit
2) Reduced Sanctions *	Reduced Sanctions – Every three months (e.g., first period = March 2008 – May 2008), reduced the number of CalWORKs participants who are sanctioned by 100 (February 2008 is baseline month).	No Deviation	Global Report
3) Increased Employment *	Increased Employments – Every three months (e.g., first period = March 2008 – May 2008), increase employment rate by 2.5% (February 2008 is baseline month)	No Deviation	WtW 25 & Global Report
KEY MEASURES			
1) Increased Number of SSS Cases With Concurrent Activities	Increase the percentage of SSS participants in concurrent WtW activities by 12.5% every three months (February 2008 is baseline month)	3%	SSS GAIN Participants with Concurrent Activities Report - ISS
2) Increased Orientation/Appraisal Show Rate.	Increase the Orientation/Appraisal Show Rate to 50%	3%	GAIN Activity Report

3) Reduced Percentage of Individuals Between Activities	Reduce the percentage of registrants between activities more than 30 days to 5%	1%	30-Day Delinquent Recap Summary Report
4) Reduced Percentage of Individuals without a Welfare to Work Plan Signed More than 90 Days from CalWORKs approval	Reduce the percentage of participants without a WtW plan more than 90 days to no more than 5%	1%	Recap Report of Reg Aided Participants and Status of WtW Plan Signed Report
5) Reduced Unassigned Pool Rate	Reduce the percentage of participants in the unassigned pool more than 30 days to 3%	1%	Part. w/ Appt Type in Unassigned Pool Report
6) Increased timeliness of Supportive Services authorization	Ensure transportation and ancillary services are authorized within four workdays of request	3%	WtW QA Audit
7) Increased employments at higher than minimum wage	Meet County's initial (entry level) wage rate	3%	GAIN Employment Placements, Placement Rates and Avg Wage by Case Mgt Area Report
8) Increased accurate and timely updates on GEARS	Accurately update required changes (referral assignments, component start dates and end dates to GEARS within applicable timeframes consistent with policy) to GEARS within one workday	3%	WtW QA Audit

^{*} Deficiencies in these areas will result in financial penalties per Section 4.4 of contract

ATTACHMENT B-14

CONTRACTOR'S REVISED MONTHLY BUDGET EFFECTIVE March 1, 2008 THROUGH March 31, 2008 with VITA and INCLUDING THE COST OF THE NEW 12 POSITIONS

Position		Salary	# of Positions	Γ-	Monthly	To	otal 9 Months
Project Director	\$	110,000	1.0	\$	9,166.67	\$	82,500.00
HR Manager	\$	70,725	1.0	\$	5,893.75	\$	53,043.75
Contract Manager & Backup	\$	94,228	1.0	\$	7,852.33	\$	70,670.97
Contract Manager & Backup	\$	75,000	1.0	\$		\$	56,250.00
Fiscal Manager/Contract Compliance	\$	50,000	1.0	\$	4,166.67	\$	37,500.03
JVS - QA / Training Specialist	\$	45,000	1.0	\$	3,750.00	\$	33,750.00
QA / Training Specialist	\$	38,627	1.0	\$	3,218.92	\$	28,970.28
Operations Manager	\$	44,648	1.0	\$	3,720.64	\$	33,485.76 33,000.03
Operations Manager	\$	44,000 35,338	1.0 1.0	\$	3,666.67 2,944.83	\$	26,503.47
Job Developer / Community Outreach Spec Job Developer / Community Outreach Spec	\$	35,000	1.0	\$	2,944.63	\$	26,250.03
JVS - Job Developer / Comm Outreach Spec	\$	36,000	1.0	\$	3,000.00	\$	27,000.00
Office Support Managers	\$	34,000	2.0	\$	2,833.33	\$	50,999.94
Case Manager Supervisor **	\$	38,732	1.0	\$	3,227.68	\$	29,049.11
Case Manager Supervisor **	\$	38,732	1.0	\$	3,227.68	\$	29,049.11
Case Manager Supervisor **	\$	38,732	1.0	\$	3,227.68	\$	29,049.11
Case Manager Supervisor **	\$	38,732	1.0	\$	3,227.68	\$	29,049.11
Case Manager Supervisor **	\$	38,732	1.0	\$	3,227.68	\$	29,049.11
Case Manager Supervisor **	\$	38,732	1.0	\$	3,227.68	\$	29,049.11
JVS - Case Manager Supervisor **	\$	38,732	4.0	\$	3,227.68	\$	116,196.44
Lead Case Manager	\$	40,900	1.0	\$	3,408.33	\$	30,674.97
Case Managers **	\$	33,000	27.0	\$	2,750.00	\$	668,250.00
JVS - Case Managers **	\$	33,000	50.0	\$	2,750.00	\$	1,237,500.00
Office Support Staff	\$	26,000	1.0	\$		\$	19,500.03
JVS - Office Support Staff	\$	26,000	5.0	\$		\$	97,500.15
Unit Assistants	\$	25,000	2.0	\$			37,499.94
JVS - Unit Assistants	\$	25,000	8.0	\$		\$	149,999.76
JVS - Administrative	\$	30,000	1.0	\$	2,500.00	\$	22,500.00
Homeless Services Case Manager	\$	33,000	1.0	\$	2,750.00	\$_	24,750.00
Sanction Home Case Mgr Supervisor **	\$	38,800	1.0	\$	3,233.33	\$	29,099.97
Sanction Home Case Managers **	\$	33,000	4.0	\$	2,750.00	\$	99,000.00
JVS - Sanction Home Case Managers **	\$	33,000	4.0	\$	2,750.00	\$	99,000.00
Sanction Home Unit Assistants	\$	25,000	1.0	\$			18,749.97
JVS - Sanction Home Unit Assistants	\$	25,000	2.0	\$			37,499.94
Childcare Coordinator / Case Manager	\$	30,000	1.0			\$ \$	22,500.00
Add. Case Managers (TANF Reauth) **	\$	33,000 38,732	16.0	\$			396,000.00 58,098.22
Add. Case Mgrs Supervisors (TANF Reauth) **	\$	25,060	2.0	\$			37,589.94
Add. Unit Assistants (TANF Reauth) Case Mgrs for Sanction Home Interview Program **	\$	33,000	6.0	\$			148,500.00
Case Mgr Supervisor for Sanction Home Interview Program **	\$	38,800	1.0	\$		\$	29,099.97
Unit Assistant for Sanction Home Interview Program	\$	25,060	1.0	\$		\$	18,794.97
Add. Case Managers (Increased Caseload) **	\$	33,000	22.0	\$		\$	544,500.00
Add. Case Managers Supervisors (Increased Caseload) **	\$	38,732	3.0	\$		\$	87,147.33
Add. Unit Assistants (Increased Caseload)	\$	25,060	3.0	\$		\$	56,384.91
QA / Training Specialist *	\$	38,627	1.0	\$			28,970.28
JVS - Job Developer/Comm *	\$	36,000	1.0	\$	~ · · · · · · · · · · · · · · · · · · ·	\$	27,000.00
Childcare Coordinator	\$	30,750	1.0	\$		\$	23,062.50
Regional HR Assistant *	\$	25,625	1.0	\$	2,135.42	\$	19,218.75
Staff Development/Trainer *	\$	38,732	1.0		3,227.68	\$	29,049.11
LACOE Liaison/Job Club *	\$	33,825	3.5	\$			88,790.63
Audit/Exemption Liasion *	\$	33,000	2.0				49,500.00
IT Support *	\$	43,050	1.0	\$	3,587.50	\$	32,287.50
			200.5	┖		_	
Total Payroll				1		\$	5,118,434.17
Fringe				-	29.50%		1,509,938.08
Overhead				-	11.70%	\$	567,017.44
ODCs				╀		•	16 400 07
Bilingual Bonus			ļ	⊢		\$	16,499.97 16,216.92
Copier Usage				H		Đ.	4,261.14
Facility/Equipment MAX Trac				-		\$	4,465.32
Miscellaneous				+-		\$	24,337.56
Printing/Postage			 	٠		<u>₹</u> –	27,027.00
Salary Adjustment	-i		1	ì		\$	4,124.97
Supplies	-		ļ	!		\$	59,461.92
Transitional Consultant	1					\$	
Travel			Ī	1		\$	15,707.97
Total ODCs			1	+-		\$	172,102.77
G & A	İ			ĺ	6.50%	\$	363,052.50
Fee				T	4.00%		302,337.69
Total				Ι		\$	8,032,882.65
March 2008 VITA for CW Population				Ι		\$	10,291.00
March 2008 VITA for MC and FS Population				Γ		\$	21,091.00
				L		L	
Flat Monthly Fee March 1, 2008 - March 31, 2008				L		\$	923,924.52
	1		1			1	

CONTRACTOR'S REVISED MONTHLY BUDGET EFFECTIVE April 1, 2008 THROUGH April 30, 2008 with VITA and INCLUDING THE COST OF THE NEW 12 POSITIONS

	. L		THREE BUDGET		- -	1-10 Mantha
Position	1	Salary	# of Positions	Monthly 5		tal 9 Months
Project Director	\$	110,000		\$ 9,166.67 \$ 5,893.75	\$	82,500.00
R Manager	\$	70,725	1.0			53,043.75
Contract Manager & Backup	\$	94,228		\$ 7,852.33		70,670.97
Contract Manager & Backup	\$	75,000		\$ 6,250.00	exemple of 1	56,250.00
iscal Manager/Contract Compliance	\$	50,000	and the second second	\$ 4,166.67		37,500.03
IVS - QA / Training Specialist	\$	45,000		\$ 3,750.00	\$	33,750.00
QA / Training Specialist	\$	38,627	1.0	\$ 3,218.92	\$	28,970.28
Operations Manager	\$	44,648	1.0	\$ 3,720.64	\$	33,485.76
Operations Manager	\$	44,000	1.0	\$ 3,666.67	\$	33,000.03
lob Developer / Community Outreach Spec	\$	35,338	1.0	\$ 2,944.83	\$	26,503.47
lob Developer / Community Outreach Spec	\$	35,000	1.0	\$ 2,916.67	\$	26,250.03
IVS - Job Developer / Comm Outreach Spec	\$	36,000	1.0	\$ 3,000.00	\$	27,000.00
Office Support Managers	\$	34,000	2.0	\$ 2,833.33	\$	50,999.94
Case Manager Supervisor **	\$	38,732	1.0	\$ 3,227.68	\$	29,049.11
Case Manager Supervisor **	\$	38,732	1.0	\$ 3,227.68	\$	29,049.11
Case Manager Supervisor **	\$	38,732	1.0	\$ 3,227.68	\$	29,049.11
Case Manager Supervisor **	\$	38,732	1.0	\$ 3,227.68	\$	29,049.11
Case Manager Supervisor **	\$	38,732	1.0	\$ 3,227.68		29,049.11
Case Manager Supervisor **	\$	38,732	1.0	\$ 3,227.68	\$	29,049.11
JVS - Case Manager Supervisor **	\$	38,732	4.0	\$ 3,227.68	\$	116,196.44
_ead Case Manager	\$	40,900	1.0	\$ 3,408.33	\$	30,674.97
Case Managers **	\$	33,000	27.0	\$ 2,750.00	\$	668,250.00
JVS - Case Managers **	\$	33,000	50.0	\$ 2,750.00	\$	1,237,500.00
Office Support Staff	\$	26,000	1.0	\$ 2,166.67	\$	19,500.03
JVS - Office Support Staff	\$	26,000	5.0	\$ 2,166.67	\$	97,500.15
Unit Assistants	\$	25,000	2.0	\$ 2,083.33	\$	37,499.94
JVS - Unit Assistants	\$	25,000	8.0	\$ 2,083.33	\$	149,999.76
JVS - Administrative	\$	30,000	1.0	\$ 2,500.00	\$	22,500.00
Homeless Services Case Manager	\$	33,000	1.0	\$ 2,750.00	\$	24,750.00
Sanction Home Case Mgr Supervisor **	\$	38,800	1.0	\$ 3,233.33	\$	29,099.97
	\$	33,000	4.0	\$ 2,750.00	\$	99,000.00
Sanction Home Case Managers ** JVS - Sanction Home Case Managers **	\$	33,000	4.0	\$ 2,750.00	\$	99,000.00
	\$	25,000	1.0	\$ 2,083.33	\$	18,749.97
Sanction Home Unit Assistants	- \$	25,000	2.0	\$ 2,083.33	\$	37,499.94
JVS - Sanction Home Unit Assistants	\$	30,000	1.0	\$ 2,500.00	\$	22,500.00
Childcare Coordinator / Case Manager		33,000		\$ 2,750.00	\$	396,000.00
Add. Case Managers (TANF Reauth) **	\$			\$ 3,227.68	\$	58,098.22
Add. Case Mgrs Supervisors (TANF Reauth) **	\$	38,732		\$ 2,088.33	\$	37,589.94
Add. Unit Assistants (TANF Reauth)	\$	25,060		\$ 2,750.00	\$	148,500.00
Case Mgrs for Sanction Home Interview Program **	\$	33,000		\$ 2,730.00	\$	29,099.97
Case Mgr Supervisor for Sanction Home Interview Program **	\$	38,800		\$ 2,088.33	\$	18,794.97
Unit Assistant for Sanction Home Interview Program	\$	25,060		\$ 2,750.00	\$	544,500.00
Add. Case Managers (Increased Caseload) **	\$	33,000		\$ 2,730.00	\$	87,147.33
Add. Case Managers Supervisors (Increased Caseload) **	\$	38,732		\$ 2,088.33		56,384.91
Add. Unit Assistants (Increased Caseload)	\$	25,060		\$ 3,218.92	\$	28,970.28
QA / Training Specialist *	\$	38,627		\$ 3,000.00	\$	27,000.00
JVS - Job Developer/Comm *	\$	36,000		\$ 2,562.50	\$	23,062.50
Childcare Coordinator	\$	30,750				19,218.75
Regional HR Assistant *	\$	25,625		\$ 2,135.42	4	29,049.11
Staff Development/Trainer *	\$	38,732				
LACOE Liaison/Job Club *	- \$	33,825				88,790.63
Audit/Exemption Liasion *	\$	33,000				49,500.00
IT Support *	\$	43,050			\$	32,287.50
			200.5		<u> </u>	
Total Payroll					\$	5,118,434.17
Fringe				29.50%		1,509,938.08
Overhead				11.70%	\$	567,017.44
ODCs					1-	<u></u>
Bilingual Bonus					\$	16,499.97
Copier Usage					\$	16,216.92
Facility/Equipment				1	\$	4,261.14
MAX Trac					\$	4,465.32
Miscellaneous					\$	24,337.56
Printing/Postage					\$	27,027.00
Salary Adjustment	- !				\$	4,124.97
Supplies					\$	59,461.92
Transitional Consultant					\$	-
Transitional Consultant	i				\$	15,707.97
Total ODCs					\$	172,102.77
The same of the sa				6.50%	+	363,052.50
G & A				4.009		302,337.69
Fee	-+			1	\$	8,032,882.65
Total					\$	5,145.50
					_	
April 2008 VITA for CW Population	_			ļ	S	10,545.50
April 2008 VITA for CW Population April 2008 VITA for MC and FS Population					\$	10,545.50

CONTRACTOR'S REVISED MONTHLY BUDGET EFFECTIVE May 1, 2008 THROUGH November 30, 2008 without VITA and INCLUDING THE COST OF THE NEW 12 POSITIONS

			THREE BUDGE	r			
Position		Salary	# of Positions		Monthly	-	otal 9 Months
Project Director	\$	110,000	1.0	\$	9,166.67	\$	82,500.00
HR Manager	\$	70,725	1.0	\$	5,893.75	\$	53,043.75
Contract Manager & Backup	\$	94,228	1.0	\$	7,852.33		70,670.97
Contract Manager & Backup	\$	75,000	1.0	\$	6,250.00		56,250.00
Fiscal Manager/Contract Compliance	\$	50,000	1.0	\$	4,166.67	\$	37,500.03
JVS - QA / Training Specialist	\$	45,000	1.0	\$	3,750.00		33,750.00
QA / Training Specialist	\$	38,627	1.0	\$	3,218.92		28,970.28
Operations Manager	\$	44,648	1.0	\$	3,720.64	\$	33,485.76
Operations Manager	\$	44,000	1.0	\$	3,666.67	\$	33,000.03
Job Developer / Community Outreach Spec	\$	35,338	1.0	\$	2,944.83	\$	26,503.47
Job Developer / Community Outreach Spec	\$	35,000	1.0	\$	2,916.67	\$	26,250.03
JVS - Job Developer / Comm Outreach Spec	\$	36,000	1.0	\$	3,000.00	\$	27,000.00
Office Support Managers	\$	34,000	2.0	\$	2,833.33	\$	50,999.94
Case Manager Supervisor **	\$	38,732	1.0	\$	3,227.68	\$	29,049.11
Case Manager Supervisor **	\$	38,732	1.0	\$	3,227.68	\$	29,049.11
Case Manager Supervisor **	\$	38,732	1.0	\$	3,227.68	\$	29,049.11
Case Manager Supervisor **	\$	38,732	1.0	\$	3,227.68	\$	29,049.11
Case Manager Supervisor **	\$	38,732	1.0	\$	3,227.68	\$	29,049.11
Case Manager Supervisor **	\$	38,732	1.0	\$	3,227.68	\$	29,049.11
JVS - Case Manager Supervisor **	\$	38,732	4.0	\$		\$	116,196.44
Lead Case Manager	\$	40,900	1.0	\$		\$	30,674.97
Case Managers **	\$	33,000	27.0	\$	2,750.00	\$	668,250.00
JVS - Case Managers **	\$	33,000	50.0	\$	2,750.00	\$	1,237,500.00
Office Support Staff	\$	26,000	1.0	\$	2,750.00	\$	19,500.00
JVS - Office Support Staff	\$	26,000	5.0	\$	2,166.67	\$	97,500.03
Unit Assistants	\$	25,000	2.0	\$	2,083.33	\$	37,499.94
JVS - Unit Assistants	\$	25,000	8.0	\$	2,083.33	\$	
JVS - Administrative	\$	- ·		\$		\$	149,999.76
Homeless Services Case Manager	\$	30,000	1.0	÷	2,500.00		22,500.00
		33,000	1.0	\$	2,750.00	\$	24,750.00
Sanction Home Case Mgr Supervisor **	\$	38,800	1.0	\$	3,233.33	\$	29,099.97
Sanction Home Case Managers **	\$	33,000	4.0	\$	2,750.00	\$	99,000.00
JVS - Sanction Home Case Managers **	\$	33,000	4.0	\$	2,750.00	\$	99,000.00
Sanction Home Unit Assistants	\$	25,000	1.0	\$	2,083.33	\$	18,749.97
JVS - Sanction Home Unit Assistants	\$	25,000	2.0	\$	2,083.33	\$	37,499.94
Childcare Coordinator / Case Manager	\$	30,000	1.0	\$	2,500.00	\$	22,500.00
Add. Case Managers (TANF Reauth) **	\$	33,000	16.0	\$	2,750.00	\$	396,000.00
Add. Case Mgrs Supervisors (TANF Reauth) **	\$	38,732	2.0	\$	3,227.68	\$	58,098.22
Add. Unit Assistants (TANF Reauth)	\$	25,060	2.0	\$	2,088.33	\$	37,589.94
Case Mgrs for Sanction Home Interview Program **	\$	33,000	6.0	\$	2,750.00	\$	148,500.00
Case Mgr Supervisor for Sanction Home Interview Program **	\$	38,800	1.0	\$	3,233.33	\$	29,099.97
Unit Assistant for Sanction Home Interview Program	\$	25,060	1.0	\$	2,088.33	\$	18,794.97
Add. Case Managers (Increased Caseload) **	\$	33,000	22.0	\$	2,750.00	\$	544,500.00
Add. Case Managers Supervisors (Increased Caseload) **	\$	38,732	3.0	\$	3,227.68	\$	87,147.33
Add. Unit Assistants (Increased Caseload)	\$	25,060	3.0	\$	2,088.33	\$	56,384.91
QA / Training Specialist *	\$	38,627	1.0	\$	3,218.92	\$	28,970.28
JVS - Job Developer/Comm *	\$	36,000	1.0	\$	3,000.00	\$	27,000.00
Childcare Coordinator	\$	30,750	1.0	\$	2,562.50	\$	23,062.50
Regional HR Assistant *	\$	25,625	1.0	_	2,135.42		19,218.75
Staff Development/Trainer *	\$	38,732		\$	3,227.68		29,049.11
LACOE Liaison/Job Club *	\$	33,825	3.5		2,818.75	\$	88,790.63
Audit/Exemption Liasion *	\$	33,000	2.0		2,750.00	\$	49,500.00
IT Support *	\$	43,050	1.0	\$	3,587.50	\$	32,287.50
	+	10,000	200.5	Ψ.	0,001.00	Ψ-	02,207.00
Total Payroll				_		\$	5,118,434.17
Fringe	-			-	29.50%	\$	1,509,938.08
Overhead	-				11.70%	\$	567,017.44
ODCs					11.70%	Φ.	307,017.44
Bilingual Bonus						Ф.	16 100 07
Copier Usage						\$	16,499.97
Facility/Equipment		-				\$	16,216.92
-астулециртени MAX Trac						\$	4,261.14
Miscellaneous						\$	4,465.32
						\$	24,337.56
Printing/Postage	-					\$	27,027.00
Salary Adjustment	· i	·				\$	4,124.97
Supplies						\$	59,461.92
Transitional Consultant						\$	-
Travel						\$	15,707.97
Total ODCs						\$	172,102.77
3 & A					6.50%	\$	363,052.50
ee					4.00%		302,337.69
Total						\$	8,032,882.65
Flat Monthly Fee May 1, 2008 - November 30, 2008						\$	892,542.52

CONTRACTOR'S REVISED MONTHLY BUDGET EFFECTIVE March 1, 2008 THROUGH March 31, 2008 with VITA and EXCLUDING THE COST OF THE NEW 12 POSITIONS

NINE MONTH COST FOR 12 POSITIONS								
Salaries	Benefits	Overhead	G&A	Sub-Total	Profit (4%)	Total		
\$339,129	\$100,043	\$51,383	\$31,886	\$522,441	\$20,898	\$543,339		

	MONTHLY COST FOR 12 POSITIONS							
Salaries	Benefits	Overhead	G&A	Sub-Total	Profit (4%)	Total		
\$37,681	\$11,116	\$5,709	\$3,543	\$58,049	\$2,322	\$60,371		

Flat Monthly Fee (March 1, 2008 through March 31, 2008)	\$923,925
Flat Monthly Fee for the 12 additional positions	\$ 60,371
Flat Monthly Fee without the cost of the 12 additional positions	\$863,554

CONTRACTOR'S REVISED MONTHLY BUDGET EFFECTIVE April 1, 2008 THROUGH April 30, 2008 with VITA and EXCLUDING THE COST OF THE NEW 12 POSITIONS

NINE MONTH COST FOR 12 POSITIONS								
Salaries	Benefits	Overhead	G&A	Sub-Total	Profit (4%)	Total		
\$339,129	\$100,043	\$51,383	\$31,886	\$522,441	\$20,898	\$543,339		

MONTHLY COST FOR 12 POSITIONS								
Salaries	Benefits	Overhead	G&A	Sub-Total	Profit (4%)	Total		
\$37,681	\$11,116	\$5,709	\$3,543	\$58,049	\$2,322	\$60,371		

Flat Monthly Fee (April 1, 2008 through	\$908,234
April 30, 2008)	
Flat Monthly Fee for the 12 additional	\$ 60,371
positions	
Flat Monthly Fee without the cost of the	\$847,863
12 additional positions	

CONTRACTOR'S REVISED MONTHLY BUDGET EFFECTIVE May 1, 2008 THROUGH November 30, 2008 without VITA and EXCLUDING THE COST OF THE NEW 12 POSITIONS

NINE MONTH COST FOR 12 POSITIONS						
Salaries	Benefits	Overhead	G&A	Sub-Total	Profit (4%)	Total
\$339,129	\$100,043	\$51,383	\$31,886	\$522,441	\$20,898	\$543,339

MONTHLY COST FOR 12 POSITIONS						
Salaries	Benefits	Overhead	G&A	Sub-Total	Profit (4%)	Total
\$37,681	\$11,116	\$5,709	\$3,543	\$58,049	\$2,322	\$60,371

Flat Monthly Fee (May 1, 2008 through November 30, 2008)	\$892,543
Flat Monthly Fee for the 12 additional positions	\$ 60,371
Flat Monthly Fee without the cost of the 12 additional positions	\$832,172